



IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: August 19, 2016.

A handwritten signature in cursive script that reads "Craig A. Gargotta".

**CRAIG A. GARGOTTA
UNITED STATES BANKRUPTCY JUDGE**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

In re:	§	
	§	CHAPTER 11 CASE
JEFFREY HERMANN JAFFE,	§	
	§	CASE NO. 16-50355 -CAG
Debtor	§	

**AGREED ORDER GRANTING MOTION OF MORRIS D. JAFFE JR. RELIEF FROM
STAY TO ALLOW HIM TO PROSECUTE PENDING LITIGATION IN THE 37th
JUDICIAL DISTRICT COURT OF BEXAR COUNTY, TEXAS**

On this date, came on for consideration the Motion for Relief from Stay ("Motion") to allow Morris D. Jaffe, Jr. to prosecute a lawsuit currently pending in the 37th Judicial District Court of Bexar County, Texas. The Court, having reviewed the Motion and responses thereto, and considered the agreement between the Debtor, the Movant and International Bank of Commerce

announced at the hearing, and finding that proper notice was given to all parties in interest, accepted the agreement of the parties as the orders of the Court, it is therefore

ORDERED and AGREED that the Motion for Relief from Stay is hereby granted and that the automatic stay is lifted to allow Movant and International Bank of Commerce (“IBC”) to proceed with the lawsuit pending in the State District Court in Bexar County, Texas styled *Jeffery H. Jaffe and Eugenia C. Jaffe v. Morris D. Jaffe, Jr. and International Bank of Commerce*, Cause No. 2015-CI-09593 (the “Litigation”), subject to the terms and conditions set forth herein; it is further

ORDERED and AGREED that the automatic stay is further modified to the extent necessary to permit Movant and IBC to take any action and record any documents necessary to extend, renew or otherwise modify the loan and related documents evidencing the loan by IBC to Movant collateralized by Movant’s loan to the Debtor; it is further

ORDERED and AGREED that Movant, IBC, the Debtor and his wife, Eugenia C. Jaffe (“Mrs. Jaffe”) shall enter into the agreed judgment attached hereto as Exhibit “A” (the “Judgment”) dismissing with prejudice all claims against Movant and IBC in the Litigation and authorizing Movant and IBC to proceed with foreclosure under the terms of the Texas Home Equity Note and Texas Home Equity Security Instrument and the laws of the State of Texas; and it is further

ORDERED and AGREED that Movant and IBC shall forbear from entering the Judgment in the Litigation until after December 31, 2016. If the Debtor consummates the sale of the property at 300 Alameda Circle, San Antonio, Texas (the “Property”) on or before December 31, 2016 and pays Movant at closing as provided herein, the parties shall submit an agreed order dismissing the Litigation with prejudice and Movant shall destroy the Judgment. If the Debtor fails to sell the Property by December 31, 2016, Movant and IBC may enter the Judgment in the Litigation and

proceed with any and all acts necessary to foreclose upon the Property. The Debtor and Mrs. Jaffe shall not oppose or otherwise interfere with any proceedings by Movant or IBC to foreclose upon the Property; and it is further

ORDERED and AGREED that Movant shall not enter the Judgment without further order of the Bankruptcy Court to the extent that Debtor's performance of his obligations is prevented by an Event of Force Majeure that arises after the date this order is entered by the Court. "Event of Force Majeure" means an event beyond the control of the parties to this Order, which prevents the Debtor from complying with any of its obligations under this Order, limited to: (i) an act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); (ii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilisation, requisition, or embargo; (iii) rebellion, revolution, insurrection, or military or usurped power, or civil war; (iv) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; (v) riot, commotion, strikes, go slows, lock outs or disorder; or (vi) acts or threats of terrorism; and it is further

ORDERED and AGREED that the proofs of claim filed by IBC (Claim No. 6) and Movant (Claim No. 9) represent claims by each for their respective interests in the same indebtedness arising from the Texas Home Equity Note and Texas Home Equity Security Instrument; and it is further

ORDERED and AGREED that Movant and IBC shall accept payment in the amount of \$3,500,000.00, jointly payable to IBC and Movant, in full satisfaction of their claims against the Debtor and their liens and interests in the Property, provided the payment is received on or before December 31, 2016 (the "Settlement Payment"). For avoidance of doubt, the Settlement Payment

excludes any amount owed to any other creditor whose claim is secured by a lien on the Property. Provided no actions are taken in the Litigation which might delay or interfere in any manner with foreclosure upon the Property, IBC and Movant will accept the Settlement Payment, in full satisfaction of their claims against the Debtor and their liens and interests in the Property, provided the payment is received on or before sale of the Property by order of the court presiding over the Litigation; and it is further

ORDERED and AGREED that the Debtor shall incorporate the terms of this Order into any plan of reorganization the Debtor proposes.

###

ACCEPTED AND AGREED TO THIS
25th day of July, 2016:

/s/ Morris D. Jaffe, Jr.
Morris D. Jaffe, Jr.

THE LAW OFFICES OF RAY BATTAGLIA, PLLC.

66 Granburg Circle

San Antonio, Texas 78218

Telephone: (210) 601-9405

Email: rbattaglia@outlook.com

By: /s/ **Raymond W. Battaglia**

Raymond W. Battaglia

State Bar No. 01918055

ATTORNEYS FOR MORRIS D. JAFFE, JR

MARTIN & DROUGHT, P.C.

Bank of America Plaza, Suite 2500

300 Convent Street

San Antonio, Texas 78205-3789

Telephone: (210) 227-7591

Facsimile: (210) 227-7924

Email: mcolvard@mdtlaw.com

By: /s/ **Michael G. Colvard**

Michael G. Colvard

State Bar No. 0462920

ATTORNEYS FOR INTERNATIONAL BANK
OF COMMERCE

/s/ **Jeffrey H. Jaffe**

Jeffrey H. Jaffe

MALAISE LAW FIRM
909 N. E. Loop 410, Suite 300
San Antonio, Texas 78209
Telephone: (210) 732-6699
Email: scenn@sbcglobal.net

By: /s/ Steven G. Cennamo
Steven G. Cennamo
State Bar No. 04045600

ATTORNEYS FOR JEFFREY H. JAFFE

/s/ Eugenia C. Jaffe
Eugenia C. Jaffe

CAUSE NO. 2015-CI-09593

JEFFERY H. JAFFE AND EUGENIA C.
JAFFE

V.

MORRIS D. JAFFE, JR. AND
INTERNATIONAL BANK OF
COMMERCE

§
§
§
§
§
§
§
§

IN THE DISTRICT COURT

37TH JUDICIAL DISTRICT

BEXAR COUNTY, TEXAS

AGREED FINAL JUDGMENT

On this date, came on for hearing the above entitled and numbered cause in which Jeffery H. Jaffe and Eugenia C. Jaffe are Plaintiffs and Morris D. Jaffe, Jr. and International Bank of Commerce are Defendants. Plaintiffs and Defendants agree to the entry of this Agreed Final Judgment.

STIPULATIONS

The parties agree to the entry of this Judgment and, at their request, the Court finds that:

1. It has jurisdiction over the subject matter of this action;
2. It has personal jurisdiction over the Plaintiffs and the Defendants;
3. Venue is proper in Bexar County, Texas;
4. By their duly authorized signatures the parties stipulated to the Court the following: (i) that they understand the terms of this Agreed Judgment; (ii) that they agree to the terms of this Agreed Judgment; (iii) that they have waived all rights of appeal from this Agreed Judgment; (iv) that they actively participated in the negotiations leading up to this Agreed Judgment and are aware of the duties placed upon them by it and are desirous and capable of carrying out those duties in full; (v) that they acknowledge receipt of copies of this Agreed Judgment and have full and actual notice of the terms of this Agreed Judgment; (vi) that this Agreed Judgment represents a compromise and settlement of all matters arising out of facts alleged by the Defendants in this cause; and (vii) that no party agrees to this Agreed Judgment as a result of duress and each party enters into this Judgment because of the uncertainty and costs of litigation.

Exhibit

A

exhibits.ticker.com

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED, that Final Judgment is granted authorizing Morris D. Jaffe, Jr. or International Bank of Commerce to proceed with foreclosure under the terms provided in Texas Home Equity Note and Texas Home Equity Security Instrument and the laws of the State of Texas.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party shall bear its own costs.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all relief not expressly granted herein is denied with prejudice.

SIGNED on this ____ day of July, 2016.

PRESIDING JUDGE

AGREED TO THIS ____ day of July, 2016:

Morris D. Jaffe, Jr.

THE LAW OFFICES OF RAY BATTAGLIA, PLLC.
66 Granburg Circle
San Antonio, Texas 78218
Telephone: (210) 601-9405
Email: rbattagliaw@outlook.com


By: _____
Raymond W. Battaglia
State Bar No. 01918055

ATTORNEYS FOR MORRIS D. JAFFE, JR

MARTIN & DROUGHT, P.C.
Bank of America Plaza, Suite 2500
300 Convent Street
San Antonio, Texas 78205-3789
Telephone: (210) 227-7591
Facsimile: (210) 227-7924
Email: mcolvard@mdtlaw.com

By: _____
Michael G. Colvard
State Bar No. 0462920

ATTORNEYS FOR INTERNATIONAL BANK
OF COMMERCE

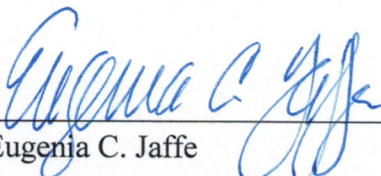


Jeffrey H. Jaffe

MALAISE LAW FIRM
909 N. E. Loop 410, Suite 300
San Antonio, Texas 78209
Telephone: (210) 732-6699
Email: scenn@sbcglobal.net

By: _____
Steven G. Cennamo
State Bar No. 04045600

ATTORNEYS FOR JEFFREY H. JAFFE



Eugenia C. Jaffe